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Gentlemen

This letter mean to complete the International Parthership Contract that we signed with Your Company, therefore following are the clauses that we suggest to adopt for the procedures regarding the booking and payments.

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### **BOOKING PROCEDURE**

1.1 The Partner forwards to the Principals a written request containing: chosen Apartments ID, Customer's arrival and departure days, supposed arrival time, number of requested beds.

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1.2 Within 1 working day, The Partner checks with the Principal the Apartments availability.

1.3 Within 24 hours from the request reception (holidays excluded), the Principal forwards to the Partner the availability list containing all free Apartments for the requested period.

1.4 The Partener forwards to the PPrincipal a written booking request, for the booking of one or more Apartments mentioned in § 2.2, containing: Customers' names and number; arrival and departure days and supposed time; Apartments' ID, supplementary services required.

1.5 Within 24 hours from the booking request reception (holidays excluded), the Principal forwards to the Partner, by electronic mail, the booking confirmation or booking denial, if possible with indication of other Apartments available for rent in the requested period(s).

1.6 The Apartment is booked from the moment the booking confirmation is forwarded to the Partner by the Principal.

### **3 CHECK-IN PROCEDURE**

3.1 The Principal will provide the Customer with the Apartment indicated in the booking confirmation at the conditions described in the same document.

3.2 As an exception, the Principal can substitute the Apartment indicated in the booking confirmation with another one of the same or superior category, without any rental surcharge for the Customer. In this case, the Customer can withdraw from the agreement before the check-in is made, without the application of the penalty fee mentioned in § 5.2 of the present Agreement, while the Principal will return to the Partener all the amounts received as rental with addition of the sum equal to one night net fare in the indicated Apartment as penalty.

3.3 The Partener will communicate to the Principal within 24.00 of the day preceding the check-in day the following information: Customer's check-in exact time at the Apartment; or, Customer's flight or train time and number, if Customer's reception in the airport or rail station is required. If a different check-in time is not previously established, check-in cannot be made prior to 2 p.m. .... time.

3.3.1 If the Partener communicate the information mentioned in § 3.3 of the present letter within 24.00 of the day preceding the check-in day as indicated in the booking confirmation, the Principal will fulfill the Customer's check-in operations in the requested

time and place.

- 3.3.2 If the Partner communicate the information mentioned in § 3.3 of the present letter after the 24.00 of the day preceding the check-in day as indicated in the booking confirmation, the Principal cannot ensure check-in operations fulfillment in the requested time and the Parties must decide a new check-in time.
- 3.3.3 If the Customer is late on account of a late arrival of flight or train the Principal's personnel is due to wait the arrival of the Customer. If the Customer is late for any other reason, himself or the Agent is due to inform by phone the Principal in order to submit an other check-in.
- 3.3.4 Phone numbers of Principal and Customer due to be at disposition of the above parties in order to communicate any delay of presence of Principal's personnel on arrival of Customer at destination.
- 3.3.5 If the Customer doesn't make the check-in in the Apartment during the day established in the booking confirmation, the Apartment remains booked by the Partner which is obliged for the payment of the rental from check-in day established in the booking confirmation until check-out day established in the booking confirmation, or until the reception by the Principal (also by electronic mail), of the written renunciation of the booking. In case of renunciation, the penalty fee mentioned in § 5.2 of the present letter is due by the Agent.

3.4 The Principal will consign the Apartment to the Customer in conditions suitable for immediate use, without substantial differences from the Apartment's description as published in Principal's internet site.

- 3.4.1 If the Customer finds substantial differences (irregularities) between the Apartment's real conditions and its description as published in Principal's internet site, he will inform the Principal without delay, so to allow to the Principal the removal of any irregularities within the time agreed by the Parties.
- 3.4.2 If the irregularities are not removed within the time agreed by the Parties, the Customer can withdraw from the rent agreement. In this case, the Principal will agree with the Customer the new, anticipated check-out time and will: a) make available for the Customer another apartment of the same or superior category without any rental surcharge for the Customer.

3.5 At the check-in the Principal will consign to the Customer, that duly signed, the "Rules of stay" and the "Short term rent agreement" as regulated by the law of the country on account the Rent Agreement, on which is designated the clause that the Customer is fully responsible of the damages that him or his partner will produce to the apartment during their stay. The Principal forward copy of the above Agreement to the Partner by e-mail or fax.

3.6 The relationship and all mutual obligations between the Principal and the Customer are regulated by the Rent Agreement and the Rules.

3.7 In case of infringement of the Rules and/or Rent Agreement by the Customer, with consequent damages to the Principal, the Customer will be obliged to repay all the damages. Damages extent will be established and reported in damages attestation protocol.

## **PAYMENT PROCEDURE**

4.1 The Partner will fulfill all the Customer's obligations concerning rental payment in advance.

4.2 The Partner in person of - Italstar Travel gestione SE.T.A srl – will made the payments for the booked Apartment to the Principal.

4.3 The Partner will pay in full all rental fees for the booked Apartment to the Prin at least 24 hours before the Customer's check-in day at the Apartment. If the payment is made by banking transfer, the payment is assumed carried out in the day the transfer is made by the Partner.

4.4 If the Customer subscribes a rent agreement for a stay longer than 30 days, the Partner can agree with Principal a payment calendar, dividing the rental in different payments according to the subsequent conditions:

4.4.1 The Partner will pay in full the rental fee for the first 30 days of rent within the terms mentioned in § 4.2 of the present letter..

4.4.2 The Partner will pay the next 30 days stay period, or the remaining stay period in full if shorter than 30 days, within 3 working days from the end of the first 30 days rent period.

4.5 In presence of delays in payments due by the Partner to the Principal, the latter can impose to the Partner a penalty fee equal to 0,1% of the due sum for every day of delay.

4.6 The parties can compensate the sums due to each other.

## **BOOKING CANCELLATION**

5.1 The Apartment is booked from the moment the booking confirmation is forwarded in written form to the Partner by the Principal. If the booking is cancelled, the Customer does not check-in, or the Customer modify his stay period after the booking confirmation, the guilty party will pay a penalty fee conformingly to §§ 5.2, 5.3, 5.4, 5.5 of the present letter.

5.2 If the Principal cancels the confirmation, he will always loose his right to the remuneration and will pay a penalty fee as described below:

5.2.1 If the Partner informs the Principal of the booking cancellation with a notice shorter than 6 (six) days in respect to the check-in day established in the booking confirmation, the Partner will pay a penalty fee equal to one night rental of the Apartment. If the cancellation is made with a notice bigger than 6 (six) days in respect to the check-in day established in the booking confirmation no penalty fee is due by the Partner.

5.2.2 If the Partner had already made the payment of the rental and the booking is cancelled the Principal will fully refund the Partner within 3 working days, holding the penalty fee if due.

5.3 If the Principal cannot provide to the Customer the Apartment identified in the booking confirmation, he will provide to the Customer alternative rental solutions at his own full expenses.

5.4 If the Partner postpones the Customer's arrival day or anticipates Customer's departure day and informs the Principal within 6 (six) days from the programmed check-in, the Partner will pay to the Principal a penalty fee equal to one night net rental of the Apartment. If the booking change is made with a notice bigger than 6 (six) days in respect to the check-in day established in the booking confirmation no penalty fee is due by the Partner..

5.5 If the Partner makes other changes to the booking than those described at § 5.4 of the present letter the Principal will: search, within 24 hours from the written notice receiving (holidays excluded), alternative rent solutions; or, send to the Partner the new booking confirmation; or, send to the Partner the list of Apartments available during the new stay period; or, inform the Partner of his impossibility to provide an Apartment for the required period. If there are no

available Apartments for the required period, or if the Customer refuses to accept the new solution proposed by the Principal the changes to the booking are treated as booking cancellation and the Partner will pay to the Principal a penalty fee equal to one night net rental of the booked Apartment.

## **FINAL PROVISIONS**

The Principal has the right to locate and all the legal rights over all the Apartments offered to rent.

Many thanks for Your attention, please sign this letter for approval and return to us.

Best Regards

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Fortunato Giovannoni  
General Manager  
Italstar Travel gestione SE.T.A. Srl

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Umberto Scarcella  
General Manager  
Europe Trade Interbroker LL

Signed for Approval

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